

THE TURL STREET MITRE BOOKING TERMS AND CONDITIONS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply accommodation to you.

1.2 **Why you should read them.** Please read these terms carefully before you make a booking with us. These terms tell you who we are, how we will provide accommodation to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you have any questions on these terms please contact us to discuss.

1.3 **Are you a business customer or a consumer?** You will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- Your booking with us is wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Where provisions in these terms apply only to business customers or only to consumers, this will be stated expressly. Where a provision does not expressly state that it applies to business customers or consumers, it will apply to both. If you are unclear which terms apply to you, please contact us.

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are The Warden or Rector and Scholars of the College of Blessed Mary and All Saints', Lincoln, in the University of Oxford, commonly called Lincoln College. We own and operate the Turl Street Mitre. Our address is Lincoln College, Turl Street, Oxford, OX1 3DR.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at (+44) 1865 279800 or by writing to us at: info@turlstreetmitre.co.uk

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you made your booking.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **OUR CONTRACT WITH YOU**

3.1 **How we will accept your booking.** Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this and will not charge you for the booking. This might happen if we are unable to accommodate your booking, either due to limited availability or unforeseen circumstances. If you have already made payment for your booking, we will provide you with a full refund (or partial refund, if we are able to accept your booking in part and you agree to proceed on this basis).

3.3 **Your booking reference.** We will assign a reference number to your booking and tell you what it is when we confirm your booking. It will help us if you can tell us the reference number whenever you contact us about your booking.

4. **OUR ROOMS**

4.1 **Rooms may vary from their pictures.** The rooms are in old buildings and vary significantly. The images of the rooms and other facilities on our website are for illustrative purposes only. Although we have made every effort to display our hotel accurately, your room(s) and the facilities available at The Turl Street Mitre may vary from those images.

4.2 **Making sure your booking is accurate.** You are responsible for ensuring that the information you provide on your booking is correct (including but not limited to dates and details of how many rooms you require).

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to your booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the booking and anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **OUR RIGHTS TO MAKE CHANGES**

6.1 **Minor changes to the booking.** We may change your booking to reflect changes in relevant laws and regulatory requirements.

6.2 **More significant changes to the booking and these terms.** In addition, we may make the following changes to the booking, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for the booking (or any part thereof) paid for but not fulfilled:

- (a) changes to your room type;

7. PROVIDING THE ROOMS

- 7.1 **Dates.** We will make the room(s) set out in your booking confirmation available to you on the dates and times set out in that booking confirmation. Unless we have agreed otherwise with you, our standard check-in time is 3pm on the day of your arrival and check-out time is 11am on the day of your departure.
- 7.2 **We are not responsible for disruptions outside our control.** If we become unable to provide the rooms or certain facilities as a result of an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the disruption. Provided we do this we will not be liable for disruption caused by the event, but if there is a risk of substantial disruption you may contact us to end the contract and receive a refund for your booking (or any part thereof) paid for but not fulfilled. For the avoidance of doubt, if we are unable to provide you with a room for all or part of your booking, you will receive a refund for your booking (or any part thereof) paid for but not fulfilled.
- 7.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can fulfil your booking, for example, how many people will be staying (including how many of these, if any, are children). You must provide this information at the time of booking. If you give us incomplete or incorrect information, we may not be able to fulfil your booking, in which case we may either cancel your booking (and charge you for any losses reasonably incurred by us in relation to your booking up to that date) or make an additional charge for any additional rooms and/or facilities that are required as a result. We will not be responsible for not fulfilling your booking or any part of it if this is caused by you not giving us the information we need to do so.
- 7.4 **Reasons we may cancel your booking.** We may have to cancel your booking if we are unable to fulfil it for any reason. Where this is the case, we will use all reasonable endeavours to notify you in advance and provide you with a full refund if you have already paid for your booking. We may also cancel your booking in accordance with clause 11.

8. PRICE AND PAYMENT

- 8.1 **Where to find the price for the booking.** The price for your booking (which includes VAT) will be the price indicated on the website or third party booking platform when you placed your order, and will be confirmed in your order confirmation. We take all reasonable care to ensure that the price for your booking advised to you is correct. However, please see clause 8.3 for what happens if we discover an error in the price of your booking.
- 8.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 8.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, our rooms may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher

than the price stated to you, we will contact you for your instructions before we accept your booking.

8.4 **When you must pay and how you must pay.** We accept payment mastercard and visa credit cards and, if indicated on the reservations form, debit cards. When you must pay depends on your booking type, as set out in clause 8.6.

8.5 **What to do if you think an invoice or request for payment from us is wrong.** If you think the amount we are charging is wrong please contact us promptly to let us know.

8.6 **How to pay.** Your payment options will be made available to you at the time of booking, including any fixed rate and flexible free cancellation options. We will take your credit or debit card details to secure your booking, and unless otherwise agreed with you, we will take payment from that payment method at the time at which payment falls due, based on the type of booking you have selected:

(a) **Fixed bookings with flexibility** – these bookings may be cancelled at any time up to the time and date specified in the reservation confirmation. We will take full payment at the time when the free cancellation option has expired.

(b) **Fixed rate bookings.** If you have selected a fixed rate option, we may take payment from you at any time from when your booking is confirmed. Your rights to cancel your booking under clause 9 still apply, but you may not be entitled to a refund.

(c) **Flexible free cancellation bookings.** If you have selected a flexible free cancellation option, you may contact us to make payment for your booking at any time from receiving your booking confirmation up to the day of your arrival. Upon your arrival, we will take payment for your booking in full either from the credit or debit card used to secure your booking or by another method of payment as we may agree with you at the time. If you do not show up for your booking and have not cancelled your booking in accordance with clause 9.3, we will take payment from you using the credit or debit card details you used to secure your booking.

8.7 **If you do not pay.** If you do not pay us for your booking in accordance with clause 8.6, including where your payment is declined or we are otherwise unable to take payment using the payment details you have provided, we will contact you to arrange payment. We will not allow you to access our rooms or facilities until you have made payment. For the avoidance of doubt, we will still be entitled to receive payment from you for your booking even if you do not show up for your booking, unless you have selected a flexible free cancellation booking and have provided us with advance notice of cancellation in accordance with clause 9.3.

9. CANCELLATION

9.1 **You can always cancel your booking with us.** Your rights when you cancel your booking will depend on what type of booking you have selected, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If you want to cancel your fixed rate booking or fixed rate bookings with flexibility**, see clause 9.2;
- (b) **If you want to cancel your flexible free cancellation booking**, see clause 9.3;
- (c) **If you want to cancel your booking because of something we have done or have told you we are going to do**, see clause 9.4;
- (d) **If you are a consumer and have just changed your mind about the booking**, see clause 9.5. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of any part of the booking already fulfilled.

9.2 **Cancelling your fixed rate booking (consumers and business customers) or fixed rate booking with flexibility.** If you have booked a fixed rate booking, you may cancel your booking at any time (including part-way through your stay with us), however if you have a fixed rate booking, you will still be responsible for payment of your entire booking in full and will not be entitled to a refund if you have already paid for your booking.

9.3 **Cancelling your flexible free cancellation booking (consumers and business customers).** If you have booked a flexible free cancellation booking, you may cancel your booking at any time up to the expiration of the free cancellation option as specified in your reservation confirmation. If you cancel after the expiration of any free cancellation option specified in your reservation confirmation you will be responsible for payment of your entire booking in full and will not be entitled to a refund if you have already paid for your booking.

9.4 **Cancelling your booking because of something we have done or are going to do (consumers and business customers).** If you are cancelling your booking for a reason set out at (a) to (d) below the contract between us and you for that booking will end immediately and we will refund you in full for your booking (or any part thereof) paid for but not fulfilled. You may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the booking or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of our rooms or facilities and you do not wish to proceed;
- (c) there is a risk that your booking may be significantly disrupted because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong.

9.5 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then you have a legal right to change your mind within 14 days and receive a refund, as set out in these terms.

9.6 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of bookings that have been completed, even if the cancellation period is still running.

9.7 **How long do consumers have to change their minds?** If you have made a booking online, you have 14 days after the day we email you to confirm we accept your booking. However, once we have completed the booking you cannot change your mind, even if the period is still running. If you cancel after you have checked in for your stay, you must pay us for the number of nights you have stayed with us until the time you tell us that you have changed your mind. You will be deemed to have stayed with us for a minimum of one night after you check in (even if you leave that same day) and an additional night for each subsequent night for each day on which you do not check out before 11am.

10. **HOW TO CANCEL YOUR BOOKING WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

10.1 **Tell us you want to cancel.** To cancel your booking, please let us know by doing one of the following:

(a) **Phone or email.** Call us on 01865279828 or email us at bookings@turlstreetmitre.co.uk. Please provide your name and booking reference number.

(b) **By post.** Print off the cancellation form from www.turlstreetmitre.co.uk and post it to us at the address on the form or simply write to us at that address, including details of your booking.

(c) **Online via the third party platform on which you made your booking.** If you made your booking via a third party platform (such as booking.com), you may be able to cancel your booking by logging into your account on that platform and following the cancellation procedure outlined therein. We are not responsible for such cancellation procedures or the availability of such websites or platforms. If you are unable to cancel your booking in this way, please contact us directly to cancel using one of the methods referred to in (a) and (b) above.

Please note that your cancellation will not be effective until we have confirmed this to you. We will endeavour to action cancellation requests promptly within our usual business hours of Monday to Sunday 9am to 5pm.

10.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the booking, by the method you used for payment. However, we may make deductions from the price, as described below.

10.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the booking for the period for which it was fulfilled, ending with the time when you told us you had changed your mind.

- 10.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

11. OUR RIGHTS TO CANCEL YOUR BOOKING

- 11.1 **We may cancel your booking if you do not pay when you are supposed to.** We may cancel your booking at any time by writing to you if you do not make any payment to us when it is due, and the provisions of clause 8.9 shall also apply.

- 11.2 **We may withdraw our rooms and facilities.** We may write to you to let you know that we are going to stop offering accommodation at the Turl Street Mitre. If you have an upcoming booking that will be affected by this, we will let you know at least 7 days in advance of your booking and will refund any sums you have paid in advance for bookings which will not be fulfilled.

12. IF THERE IS A PROBLEM WITH YOUR BOOKING

How to tell us about problems. If you have any questions or complaints about your booking, please contact us. You can telephone us at 01865279828 or write to us at bookings@turlstreetmitre.co.uk Alternatively, please speak to one of our receptionists.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time your booking was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

- 13.3 **We are not liable for business losses.** If you are a consumer we only offer our accommodation to you for domestic and private use. If you use our rooms for any commercial or business purpose our liability to you will be limited as set out in clause 14.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

- 14.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 All terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

14.3 Subject to clause 14.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any booking you have with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the cost of that booking.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our privacy policy here.

16. YOUR OBLIGATIONS

16.1 **Smoking.** Smoking is not permitted at the Turl Street Mitre. This includes e-cigarettes.

16.2 **Prohibited activity.** You must not:

- (a) remove, damage or destroy any of our property;
- (b) cause any health and safety hazard to any of our team members or any of our other guests;
- (c) store items (personal or otherwise) in our rooms which could cause or pose a risk to the health and safety of our staff, guests or premises;
- (d) bring any potentially dangerous or hazardous materials or equipment onto our premises;
- (e) tamper with any of our fire alarms or any other emergency equipment;

- (f) use any electrical appliances that may be a fire hazard or may activate our fire alarm system, such as toasters or other portable cooking equipment;
- (g) prevent our staff from accessing your room(s) as and when required (including for housekeeping purposes).

16.3 **Pets.** With the exception of assistance dogs, pets are not permitted at The Turl Street Mitre.

16.4 **COVID-19.** You must notify us immediately if you or anyone staying with you (or on your booking):

- (a) has any symptoms of COVID-19,
- (b) has been in contact with anyone who has a suspected or confirmed case of COVID-19 within the past 14 days, or
- (c) is or should be self-isolating in line with current government guidelines on COVID-19.

This applies before and during your booking. We reserve the right to cancel bookings in these circumstances. If you or a member of your booking tests positive for COVID-19 within 14 days of staying at The Turl Street Mitre, you must notify us immediately.

16.5 **If you breach our terms.** If you or a member of your booking breaches any of these terms, we may:

- (a) cancel your booking with immediate effect and (if appropriate) require you to leave our premises immediately;
- (b) refuse to allow you to access The Turl Street Mitre and refuse future bookings from you or any member of your booking; or
- (c) remove your items from our premises (in this case we will ask you to collect any such items and if you fail to do so within 7 days, we shall dispose of such items in any way we see fit, including by donating them to charity).

If you have already paid for your booking (in whole or in part), you shall not be entitled to a refund in these circumstances. If you have not yet paid for your booking in full, we shall be entitled to charge you for the balance.

16.6 **Damage/loss.** If you or anyone within your booking causes damage or loss of any kind to our premises, other guests or their property, you (being the person who made the booking) will be responsible for that damage or loss and you must pay us on demand the amount required to make good or remedy any such damage or loss.

17. OTHER IMPORTANT TERMS

- 17.1 **Children.** Children under 18 are not permitted to stay at The Turl Street Mitre unless a parent or guardian is also staying with us. We may request valid proof of age, so please bring this with you otherwise you will not be permitted to stay.
- 17.2 **We may transfer our agreement with you to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may charge an administrative fee for dealing with booking name changes. You and any members of your booking must not resell or transfer your booking (or any part thereof) nor advertise or otherwise offer for sale any room at The Turl Street Mitre.
- 17.4 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 17.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to fulfil your booking, we can still require you to make the payment at a later date.
- 17.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 17.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To Lincoln College, Turl Street, Oxford, OX1 3DR

Email: bookings@lincoln.ox.ac.uk; Phone: +44 (0) 1865 279828

I hereby give notice that I cancel my booking at The Turl Street Mitre.

Ordered on:

Name of guest(s):

Address of guest(s):

Signature of guest(s) (only if this form is notified on paper)

Date

Please indicate your booking reference and order dates if you have them to hand (this will enable us to action your cancellation much quicker)

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